



INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICE PROVIDERS

AGREEMENT made this _____ day of _____ 2011, by and between the City of Nashua (hereinafter "City") whose address is 229 Main Street, Nashua, New Hampshire 03060 and _____ (hereinafter "Contractor") whose address is _____.

SERVICES TO BE PERFORMED

1. The Contractor will create a design and associated implementation measures to mitigate sound leakage from the existing bandshell.
2. Provide aesthetic upgrades to the structure.
3. Alternatively, the replacement of the existing structure is a viable option with items one and two as requirements for the new bandshell.
4. The Contractor shall notify and coordinate all activities and events through the Superintendent of Parks and Recreation or his/her designee.
5. The Contractor shall remain in compliance with all applicable accreditations, local, state and federal regulations, and shall maintain in good stead all state, local and federal permits applicable, and comply with safety and regulatory requirements, for the duration of the contract.

TIME PERIOD

The Contractor agrees to commence work on the project as decided between the Contractor and the City of Nashua at the time of award, and continue in a professional and timely manner to completion.

TERMINATION

The City can terminate this Agreement at any time and pay the Contractor for all services performed up to that date. The City is entitled to all notes, drafts, and documents produced by the Contractor up to that date.

CONTRACT SUM

Subject to additions and deductions by Change Order, the total Contract Sum is:

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

INVOICES

The Contractor agrees to provide the City with written invoices for all work performed within 30 days of a completed service. Invoices shall be sent to

City of Nashua
Parks and Recreation Department
200 Concord St
Nashua NH 03064

PAYMENT FOR SERVICES

Payment will be made upon review and approval of each invoice. Payment will be made within 30 days of receipt of invoice.

CHANGES IN THE WORK

After execution of this Agreement, changes in the work may be accomplished by a change order. The City, without invalidating this Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions, or other revisions. If warranted, the contract sum and contract time would be adjusted accordingly. A change order shall be a written order to the Contractor signed by the City to change the work, contract sum and/or the contract time.

INDEPENDENT CONTRACTOR

The Contractor is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Contractor is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

SUBCONTRACTORS OR ASSISTANTS

The Contractor may, at its discretion and at its own expense, employ such assistants or subcontractors as may be necessary for the performance of work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers', compensation insurance required by law for assistants or subcontractors. Said assistants or subcontractors will not be paid or supervised by the City.

INSURANCE

The Contractor shall maintain for the duration of this Agreement all required insurance coverage. Any subcontractor used is the agent of the Contractor and not an agent of the City of Nashua. Subcontractors are subject to the same insurance requirements as the Contractor.

Ten (10) days prior to commencing work under the contract document, the Contractor will be required to provide proof of insurance as follows:

Comprehensive General Liability -	\$1,000,000 per occurrence/\$2,000,000 aggregate.
Automobile Liability:	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$2,000,000

Workers' Compensation as required by NH State Statute (*Sole Proprietors not subject to Workers' Compensation requirements*)

The City of Nashua must be named as an additional insured on all documents.

Coverage must be written with an insurance carrier licensed to do business in the State of New Hampshire. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua Risk Management Department during the life of the Agreement.

INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the City (the "Indemnified Party") from and against any and all liabilities, damages, losses, claims, causes of action, costs and expenses, of any kind or nature (including but not limited to reasonable attorneys' fees), incurred or sustained by or asserted against the Indemnified Party in any manner directly or indirectly arising out of Contractor's work performed under this Agreement. However, the Contractor's indemnification obligation shall not apply to liability arising from negligence or misconduct of the Indemnified Party.

EQUIPMENT AND MATERIALS

The Contractor will provide all equipment, tools, and materials necessary to perform this Agreement at its own expense.

CHOICE OF LAW AND VENUE

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation related to this Agreement shall be brought to a court located in the State of New Hampshire.

PROHIBITED INTEREST

Contractor shall not allow any officer or employee of the City to have any indirect or direct interest in this Agreement or the proceeds of this Agreement. Contractor warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this Agreement or in the business of the Contractor. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further warrants that no person having such an interest shall be employed in the performance of this Agreement. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. If City determines that a conflict exists and was not disclosed to the City, it may terminate the Agreement at will.

Contractor

**Donnalee Lozeau, Mayor
City of Nashua, NH**

Date: _____

Date: _____